

## MEMORANDUM OF UNDERSTANDING

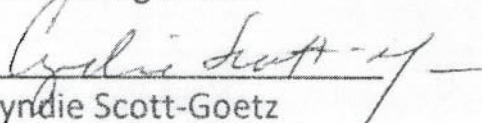
This Memorandum of Understanding is entered into by the Washington Agency Regional Union Management Council (WARUMC) to conclude negotiations over the termination of the 4/10 CWS on the nightshift and the addition of the 4/10 CWS on the day dayshift at the Washington Regional Passport Agency. Therein, the WARUMC agrees:

1. To terminate the nightshift effective Sunday, August 2, 2009. The nightshift employees will begin the dayshift on August 3, 2009.
2. The parties agreed that any approved leave already requested by the nightshift employees supervisors before June 15, 2009 will be honored.
3. The 4/10 Compressed Work Schedule (CWS) is hereby included on the WARUMC Alternate Work Schedule Agreement effective Sunday August 2, 2009 for all Washington Regional Passport Agency bargaining unit employees. The 4/10 CWS can start at 6:45 AM at the earliest, and end at 6:00 PM at the latest.
4. The AWS Agreement will be amended to add a total of twenty (20) slots available to include existing dayshift RDOs for a 4/10 CWS Regular Day Off (RDO): ten (10) on Monday and ten (10) on Friday. (subject to provisions in the current agreement covering RDO changes between open seasons) until the first open season under the Agreement October 2010.
5. The precedence given to those moved from the night shift to the day shift to select an RDO on Monday/Friday for the 4/10 CWS will only last until the October 2010 open season. After that, the provisions of the agreement will apply and whether an employee worked the night shift or not will not be a consideration.
6. No current employee on the day shift will be forced from his/her RDO.
7. Employees may begin submitting requests for new AWS under the new agreement upon the effective date of this MOU. Employees on the day shift may initially work the 4/10 CWS with an RDO of Tuesday, Wednesday, or Thursday. If all of the Monday/Friday RDO slots are not filled by August 3, 2009, then employees currently on the day shift may apply for those slots at that time.
8. The first open season under the Agreement will be October 2010.
9. Time spent (in PPT/WN) on the 5/4-9 CWS and the 4/10 CWS (day or night) will count in terms of determining seniority on the CWS for the precedence listed in the agreement.

10. It is understood that employees moving from the nightshift to the dayshift will have to make numerous adjustments.
11. The parties agree that the scheduling of the teams is to be determined two weeks before August 3, 2009.
12. The parties agree that the Union should be notified of the composition of the teams including supervisors two weeks before August 3, 2009.
13. The parties agree that seating arrangements must be established two weeks before August 3, 2009. The seating arrangements will be the responsibility of the Union.
14. These employees will not be impeded or delayed career ladder promotions based solely on their newness to working procedures. Employees will receive promotions based on their own merit – they will not be impeded in their promotions due to changes in supervisors. Management will allow these employees to adjust to their new work schedules/environments with extra mentoring and supervision and will take this period of adjustment into account when measuring performance at the end of the performance period. Supplemental performance appraisals will be incorporated into the employees' personnel files, for the benefit of new supervisors.
15. It is understood that if the Employer wishes to reinstitute any version of the nightshift, it must do so in accordance with Article 38 of the National Agreement between CA/PPT and NFFE Local 1998.

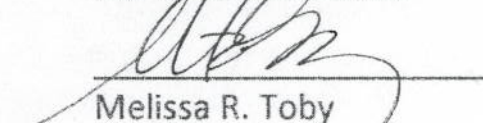
This MOU is entered into freely by the parties after careful review and consideration and opportunity to seek outside counsel as necessary. The MOU is enacted by the signatures of the officers below and effective as of the date noted therein.

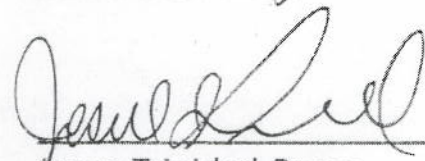
For Management

  
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Cyndie Scott-Goetz  
Regional Director

22 Jun 09

For NFFE Local 1998

  
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Melissa R. Toby  
Senior Steward

  
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Josue Trinidad-Perez